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Law Offices of

3-180A005

CHAPMAN AND CUTLER

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RECORDATION NO. 18217-^H FILED 1425

JUN 29 1993 10-55 AM

50 South Main Street
Salt Lake City, Utah 84144
(801) 533-0066

JUN 29 1993 10-55 AM

June 29, 1993 INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr., Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue, N.W.
Washington, DC 20423

18217-F

18217-G

Re: Utilicorp United Inc.
Leveraged Lease Financing

Dear Mr. Strickland:

I am enclosing for recording pursuant to Section 11303 of Title 49 of the United States Code, two originals of each of the two secondary documents described below, which secondary documents are related to the previously recorded primary documents identified below. As one of the attorneys representing the Note Purchaser in this transaction, I have knowledge of the matters described in this letter.

The enclosed secondary documents are as follows:

- (1) Lease Supplement No. 3, dated as of June 29, 1993 between Shawmut Bank Connecticut, National Association, as Lessor, and Utilicorp United Inc., as Lessee; and
- (2) Security Agreement Supplement No. 3, dated as of June 29, 1993, between Shawmut Bank Connecticut, National Association, as Owner Trustee, and Wilmington Trust Company, as Security Trustee.

The primary documents to which the secondary documents are connected are as follows:

- (1) Railcar Lease, dated as of April 29, 1993, between Shawmut Bank Connecticut, National Association, as lessor (the "Lessor"), and UtiliCorp United Inc., as lessee (the "Lessee") which was recorded on April 29, 1993 and assigned recordation number 18217; and

- (2) Security Agreement - Trust Deed, dated as of April 29, 1993, between Shawmut Bank Connecticut, National Association, as owner trustee (the "Owner Trustee"), and Wilmington Trust Company, as security trustee (the "Security

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Edward M. Luma

C. Devorey

JUN 29 10 55 AM '93
MOTOR OPERATING DIVISION

Law Offices of
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Trustee") which was recorded in April 29, 1993 and assigned recordation number 18217-A.

The names and addresses of the parties to the documents are as follows:

LEASE SUPPLEMENT NO. 3

Lessee: UtiliCorp United Inc.
911 Main Street
Suite 3000
Kansas City, MO 64105

Lessor: Shawmut Bank Connecticut, National Association
777 Main Street
Hartford, Connecticut 06115

SECURITY AGREEMENT SUPPLEMENT NO. 3

Owner Trustee: Shawmut Bank Connecticut, National Association
777 Main Street
Hartford, Connecticut 06115

Security Trustee: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

The Lease Supplement No. 3 and the Security Agreement Supplement No. 3 provide, *inter alia*, for the Railcar Lease and the Security Agreement - Trust Deed to apply to the rotary dump gondola cars bearing the road numbers set forth in Schedule 1 to the Lease Supplement No. 3, namely the road numbers set forth in Exhibit A hereto.

The description of the equipment covered as of the date hereof by the aforesaid Lease Supplement No. 3 and Security Agreement Supplement No. 3 is as set forth on Exhibit A hereto.

A fee of thirty-two dollars (\$32.00) is enclosed. Please time and date stamp the enclosed copy of each of the enclosed documents along with the extra copy of this letter as proof of filing and recordation of the enclosed documents and return the original and any extra copies of such documents and this letter not needed by the Commission for recordation to:

Michael G. McGee, Esq.
Chapman and Cutler
111 West Monroe
Chicago, Illinois 60603

Law Offices of
CHAPMAN AND CUTLER

A short summary of each of the documents to appear in the index follows:

(1) LEASE SUPPLEMENT NO. 3:

Lease Supplement No. 3 between Shawmut Bank Connecticut, National Association, as Lessor, 777 Main Street, Hartford, Connecticut 06115, and UtiliCorp United Inc., as Lessee, 911 Main Street, Suite 3000, Kansas City, MO 64105, dated as of June 29, 1993, covering 83 rotary dump gondola cars bearing the road numbers set forth in Schedule 1 to such Lease Supplement No. 3, namely road numbers set forth in Exhibit A. The Lease Supplement No. 3 is related to the Railcar Lease between the Lessor and the Lessee dated as of April 29, 1993, which is was previously filed and assigned recordation number 18217.

(2) SECURITY AGREEMENT SUPPLEMENT NO. 3:

Security Agreement Supplement No. 3 between Shawmut Bank Connecticut, National Association, as Owner Trustee, 777 Main Street, Hartford, Connecticut 06115, and Wilmington Trust Company, as Security Trustee, Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, dated as of June 29, 1993, covering 83 rotary dump gondola cars bearing the road numbers set forth in Schedule A to such Security Agreement Supplement No. 3, namely road numbers set forth in Exhibit A. The Security Agreement Supplement No. 3 is related to the Security Agreement - Trust Deed between the Owner Trustee and the Security Trustee, dated as of April 29, 1993, which was previously filed and assigned recordation number 18217-A.

If you have any questions or need further information, please do not hesitate to contact the undersigned (312-845-3767) or Karl Williams (312-845-3892).

Sincerely,

CHAPMAN AND CUTLER

By



Michael G. McGee

MGM/cs
Enclosure

Law Offices of
CHAPMAN AND CUTLER

EXHIBIT A

UNITS

EQUIPMENT	QUANTITY	REPORTING MARKS
Rotary Dump Gondola Cars	83	MPSX 93089
		MPSX 93098
		MPSX 93099
		MPSX 93100
		MPSX 93101
		MPSX 93102
		MPSX 93103
		MPSX 93104
		MPSX 93105
		MPSX 93106
		MPSX 93107
		MPSX 93108
		MPSX 93109
		MPSX 93110
		MPSX 93111
		MPSX 93112
		MPSX 93113
		MPSX 93114
		MPSX 93116
		MPSX 93117
		MPSX 93119
		MPSX 93121
		MPSX 93122
		MPSX 93123
		MPSX 93124
		MPSX 93115
		MPSX 93118
		MPSX 93120
		MPSX 93125
		MPSX 93126
		MPSX 93127
		MPSX 93128
		MPSX 93129
		MPSX 93130
		MPSX 93131
		MPSX 93132
		MPSX 93133
		MPSX 93134
		MPSX 93135
		MPSX 93136
		MPSX 93137
		MPSX 93138
		MPSX 93139
		MPSX 93140
		MPSX 93141
		MPSX 93142

CHAPMAN AND CUTLER

EQUIPMENT	QUANTITY	REPORTING MARKS
		MPSX 93143
		MPSX 93144
		MPSX 93145
		MPSX 93146
		MPSX 93147
		MPSX 93148
		MPSX 93149
		MPSX 93150
		MPSX 93151
		MPSX 93152
		MPSX 93153
		MPSX 93154
		MPSX 93155
		MPSX 93156
		MPSX 93157
		MPSX 93158
		MPSX 93159
		MPSX 93160
		MPSX 93162
		MPSX 93161
		MPSX 93163
		MPSX 93164
		MPSX 93165
		MPSX 93166
		MPSX 93167
		MPSX 93168
		MPSX 93169
		MPSX 93170
		MPSX 93171
		MPSX 93172
		MPSX 93173
		MPSX 93174
		MPSX 93175
		MPSX 93176
		MPSX 93177
		MPSX 93178
		MPSX 93179

Interstate Commerce Commission
Washington, D.C. 20423

6/29/93

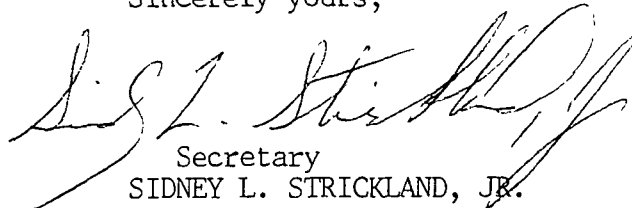
OFFICE OF THE SECRETARY

Michael G. McGee, Esq
Chapman & Cutler
111 west Monroe
Chicago, Illinois 60603

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **6/29/93** at **10:55am**, and assigned recordation number(s). **18217-F & 18217-G**

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

JUN 29 1993 10:55 AM

18217-F

INTERSTATE COMMERCE COMMISSION
LEASE SUPPLEMENT NO. 3

THIS LEASE SUPPLEMENT NO. 3 dated June 29, 1993 between SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, not individually but solely as Owner Trustee ("Lessor"), and UTILICORP UNITED INC., a Delaware corporation ("Lessee"),

WITNESSETH:

1. Lessor and Lessee have heretofore entered into a Railcar Lease dated as of April 29, 1993 (the "Lease") providing for the execution and delivery of Lease Supplements substantially in the form hereof. The terms defined in the Lease shall have the same meanings when used herein.

2. Lessee hereby acknowledges and confirms that on or prior to the date hereof, the Equipment described in Schedule 1 attached hereto has been delivered and accepted by the Lessee. Lessee represents that the Equipment is free and clear of all liens and encumbrances (except Permitted Encumbrances referred to in clauses (i) and (iv) of the definition of such term) and in a condition which in all respects is satisfactory to the Lessee and in compliance with the Lease.

3. Lessee hereby certifies that the date of acceptance of the Equipment and commencement of the Basic Term with respect thereto is the date of this Lease Supplement No. 3.

4. Lessee hereby certifies that such Purchase Price for the Equipment is \$4,246,334.78.

5. Interim Rent for the Equipment is payable in the amount set forth in Section 6(a) of the Lease on July 15, 1993. Fixed Rent and Stipulated Loss Values for the Equipment is payable in the amounts and on the Rent Payment Dates set forth in Schedule 2 attached hereto.

This Lease Supplement No. 3 has been executed in several counterparts. To the extent, if any, that this Lease Supplement No. 3 constitutes chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in this Lease Supplement No. 3 may be created through the transfer or possession of any counterpart hereof other than the "Counterpart No. 1". This Counterpart is Counterpart No. 2 of 12. Certain rights of Lessor under the Lease and this Lease Supplement No. 3 have been assigned to, and are subject to a security interest in favor of, Wilmington Trust Company, as Security Trustee under the Security Agreement—Trust Deed dated as of April 29, 1993 between Lessor and the Security Trustee, for the benefit of the holders of the Notes referred to therein.

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed,
all as of the day and year first above written.

UTILICORP UNITED INC., a Delaware
corporation

By

Its

SHAWMUT BANK CONNECTICUT, NATIONAL
ASSOCIATION, not individually but solely
as Owner Trustee

By

Its

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed,
all as of the day and year first above written.

UTILICORP UNITED INC., a Delaware
corporation

By _____
Its

SHAWMUT BANK CONNECTICUT, NATIONAL
ASSOCIATION, not individually but solely
as Owner Trustee

By Debra A Johnson
Its **CORPORATE TRUST OFFICER**

STATE OF Missouri)
) SS.:
COUNTY OF Jackson)

On this, the 24th day of June, 1993, before me, a Notary Public in and for said County and State, personally appeared Oale Wolf, the Vice President of UTILICORP UNITED INC., who acknowledged himself to be a duly authorized officer of UTILICORP UNITED INC., and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Jennifer D. Turner
Name: JENNIFER D. TURNER
Notary Public Notary Public, State of Missouri
My Commission Expires: Commissioned in Jackson
Residing in My Commission Expires January 6, 1997

STATE OF _____)
) SS.:
COUNTY OF _____)

On this, the ____ day of June, 1993, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, who acknowledged himself to be a duly authorized officer of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in _____

STATE OF _____)
) SS.:
COUNTY OF _____)

On this, the ____ day of June, 1993, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of UTILICORP UNITED INC., who acknowledged himself to be a duly authorized officer of UTILICORP UNITED INC., and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in _____

STATE OF Connecticut)
) SS.: HARTFORD
COUNTY OF HARTFORD)

On this, the 22nd day of June, 1993, before me, a Notary Public in and for said County and State, personally appeared Debra A. Johnson, the CORP. OFFICER of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, who acknowledged herself to be a duly authorized officer of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, and that, as such officer, being authorized to do so, she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Susan P McNally

Name:
Notary Public
My Commission Expires:
Residing in VERNON, CT.
SUSAN P. McNALLY
NOTARY PUBLIC
MY COMM EXPIRES MARCH 31, 1995

DESCRIPTION OF EQUIPMENT

EQUIPMENT	QUANTITY	REPORTING MARKS
Bottom Dump Hopper Cars	83	MPSX 93089
		MPSX 93098
		MPSX 93099
		MPSX 93100
		MPSX 93101
		MPSX 93102
		MPSX 93103
		MPSX 93104
		MPSX 93105
		MPSX 93106
		MPSX 93107
		MPSX 93108
		MPSX 93109
		MPSX 93110
		MPSX 93111
		MPSX 93112
		MPSX 93113
		MPSX 93114
		MPSX 93116
		MPSX 93117
		MPSX 93119
		MPSX 93121
		MPSX 93122
		MPSX 93123
		MPSX 93124
		MPSX 93115
		MPSX 93118
		MPSX 93120
		MPSX 93125
		MPSX 93126
		MPSX 93127
		MPSX 93128
		MPSX 93129
		MPSX 93130
		MPSX 93131
		MPSX 93132
		MPSX 93133
		MPSX 93134
		MPSX 93135
		MPSX 93136
		MPSX 93137
		MPSX 93138
		MPSX 93139
		MPSX 93140
		MPSX 93141
		MPSX 93142

SCHEDULE 1
(to Lease Supplement No. 3)

EQUIPMENT	QUANTITY	REPORTING MARKS
		MPSX 93143
		MPSX 93144
		MPSX 93145
		MPSX 93146
		MPSX 93147
		MPSX 93148
		MPSX 93149
		MPSX 93150
		MPSX 93151
		MPSX 93152
		MPSX 93153
		MPSX 93154
		MPSX 93155
		MPSX 93156
		MPSX 93157
		MPSX 93158
		MPSX 93159
		MPSX 93160
		MPSX 93162
		MPSX 93161
		MPSX 93163
		MPSX 93164
		MPSX 93165
		MPSX 93166
		MPSX 93167
		MPSX 93168
		MPSX 93169
		MPSX 93170
		MPSX 93171
		MPSX 93172
		MPSX 93173
		MPSX 93174
		MPSX 93175
		MPSX 93176
		MPSX 93177
		MPSX 93178
		MPSX 93179

SCHEDULE OF FIXED RENT AND STIPULATED LOSS VALUE RATE FACTORS

I. FIXED RENT

<u>Rent Payment Date</u>	<u>Rent Installment for the Item of Equipment Equal to Purchase Price of the Item of Equipment Times the Following Fixed Rent Factor</u>
1/15/94	4.81815696 %
7/15/94	4.81815696 %
1/15/95	4.81815696 %
7/15/95	4.81815696 %
1/15/96	4.81815696 %
7/15/96	4.81815696 %
1/15/97	4.81815696 %
7/15/97	4.81815696 %
1/15/98	4.81815696 %
7/15/98	4.81815696 %
1/15/99	4.81815696 %
7/15/99	4.81815696 %
1/15/00	4.81815696 %
7/15/00	4.81815696 %
1/15/01	4.81815696 %
7/15/01	4.81815696 %
1/15/02	4.81815696 %
7/15/02	4.81815696 %
1/15/03	4.81815696 %
7/15/03	4.81815696 %
1/15/04	4.81815696 %
7/15/04	4.81815696 %
1/15/05	4.81815696 %
7/15/05	4.81815696 %
1/15/06	4.81815696 %
7/15/06	4.81815696 %
1/15/07	4.81815696 %
7/15/07	4.81815696 %
1/15/08	4.81815696 %
7/15/08	4.81815696 %

II. STIPULATED LOSS VALUE

<u>Rent Payment Date</u>	<u>Stipulated Loss Value, as a Percent of the Purchase Price Of the Item of Equipment (in Addition to Fixed Rent Installment for Such Item of Equipment due on Such Date)</u>
7/15/93	106.98433
1/15/94	106.98636
7/15/94	106.64414
1/15/95	105.85846
7/15/95	104.74088
1/15/96	103.31711
7/15/96	101.64248
1/15/97	99.74009
7/15/97	97.64810
1/15/98	95.39227
7/15/98	93.00792
1/15/99	90.63356
7/15/99	87.96579
1/15/00	85.30109
7/15/00	82.53580
1/15/01	79.66611
7/15/01	76.68810
1/15/02	73.60503
7/15/02	70.44388
1/15/03	67.21072
7/15/03	63.89599
1/15/04	60.49991
7/15/04	57.01914
1/15/05	53.59634
7/15/05	50.13519
1/15/06	46.64974
7/15/06	43.13301
1/15/07	39.60055
7/15/07	36.04542
1/15/08	32.48488
7/15/08	29.00000